

— Morse —

No. 11193

MIDDLESEX

Mutual Assurance Company.

Henry Hotchkiss
New Haven

Expires,

January 9th

1862.

12 o'clock at noon.

Brick addⁿ 18410 on rear
app

ACT OF INCORPORATION

OF THE

MIDDLESEX MUTUAL ASSURANCE COMPANY.

At a General Assembly of the State of Connecticut, holden at New Haven, in said State, on the 1st Wednesday of May, in the Year of our Lord one thousand eight hundred and thirty-six.

Upon the Petition of Noah A. Phelps, Richard Hubbard, Henry Carrington, Charles Woodward, and Samuel Cooper, all residing in the County of Middlesex, in said State, and others their associates, inhabitants of said County, shewing to this Assembly that there is not at the present time, any Fire Insurance Company established within said County; and praying for the Incorporation of a Mutual Fire Assurance Company, as per petition on file, dated April 15, 1836.

SECTION 1. *Resolved by this Assembly*, That the aforesaid persons, and all others who may become members or associates with them, as hereafter provided, and their successors forever, be and they are hereby created, ordained, constituted, and declared to be a body corporate and politic, for the purpose of effecting insurance against loss or damage by fire, by the name and style of the MIDDLESEX MUTUAL ASSURANCE COMPANY, and by that name are, and forever hereafter shall be, capable in law, to have, hold, purchase, receive, possess, enjoy and retain to themselves and their successors, lands, tenements, hereditaments, rents, goods, chattels and effects, of what kind or nature soever; and the same to grant, sell, demise, alien and dispose of; and by that name to sue and be sued, plead and be impleaded, answer and be answered unto, defend and be defended in all Courts of Record, or any other place or places whatsoever; and also to have and use a common seal, and the same to change and alter at their pleasure; also, to ordain, establish and put in execution, all such by-laws, rules and regulations, as shall be necessary and convenient for the good government of said Corporation, and the proper management of the concerns thereof, not being contrary to the laws of this State, or of the United States; and generally to do and execute all such acts, matters and things, as to them may or shall appertain.

SEC. 2. The said Noah A. Phelps, Richard Hubbard, Henry Carrington, Charles Woodward, and Samuel Cooper, or either two of them, shall have power to call the first meeting of the Corporation, by giving notice of the time and place of holding the same in the newspapers published in the City of Middletown, at least seven days before the time of holding the same; which said meeting shall be held at the Court House, in said City of Middletown, on the second Monday in June, 1836, at 2 o'clock in the afternoon; when and where said Corporation shall elect, by ballot, not exceeding eighteen Directors, to manage the concerns of said Corporation, who shall hold their offices until the next annual meeting of said Corporation, or until others are elected in their stead; and the said Directors shall appoint and designate one of their number to be President of said Corporation, who shall likewise hold his office until the next annual meeting, and the Directors may also fill any vacancy that may happen in the office of President. And the said President and Directors shall annually, or as often as occasion may require, appoint a Secretary and Treasurer of said Corporation. And the Treasurer of said Corporation, for the time being, and before he shall enter upon the duties of his office, shall give bond, with good and sufficient surety, to the said Middlesex Mutual Assurance Company, to the satisfaction of the Board of Directors of said Corporation, in the penal sum of not less than five thousand dollars, as shall or may be provided by the By-Laws of said Corporation, conditional for the faithful performance of the trust reposed in him; which bond shall be kept by the Secretary or President of the Corporation, for the use, benefit and security thereof.

SEC. 3. All persons who shall at any time hereafter become insured in or with said Company, and also their respective heirs and devisees of the property insured, being allowed to continue as persons insured in said Company, as hereinafter mentioned and provided, shall be deemed and taken as members of said Corporation, for and during the time specified in his, her, or their respective policies, and no longer; and shall at all times, be concluded and bound by the provisions of this act; and each and every of the persons named in the first section of this Act, and all persons who may be associated with them for the purpose intended by this Act of Incorporation, who shall neglect or omit to become insured with said Company, on or before the fourth Monday in June, 1836, shall thereafter cease to be members of said Corporation, and shall so continue, until insurance, according to the provisions of this Act, shall be by them effected.

SEC. 4. The said Corporation shall meet annually, at such time and place as may be designated by the By-Laws of the Corporation, for the choice of Directors for the year next ensuing, who shall hold their offices until others are elected in their stead; and for the transaction of such other business as may be deemed necessary; of which annual meeting, notice shall be given by the Secretary of said Corporation, by an advertisement printed in the newspapers published in the City of Middletown, and in such other manner as the By-Laws may prescribe, at least seven days before the time of such meeting; and special meetings may be called, notified in the same manner, whenever the Directors shall so order, or whenever persons insured to the amount of ten thousand dollars shall desire the same in writing, lodged with the Secretary of the Corporation; and the Corporation when convened, either at an annual or a special meeting, shall have power to make by-laws as aforesaid, and to transact all necessary business and affairs relating to the good order, management and prosperity of said Corporation, and shall have power to adjourn, from time to time, as occasion may require; and at all meetings, warned and held as aforesaid, a majority of members present, shall determine all questions submitted to the decision of the meeting. And if it should happen that said annual meeting should not be held in any year on the day prescribed by the By-Laws, the Corporation for that reason shall not be dissolved; but such meeting may be held thereafter, on any day within one year, to be fixed by the Board of Directors for the time being, they previously giving reasonable notice thereof.

SEC. 5. The Directors, on the day of the annual meeting of said Corporation, in each year next after June, 1836, shall elect by ballot, one of their number to be President of said Corporation; and shall also elect a Secretary and Treasurer, and such other subordinate officers and agents as the by-laws of the Corporation shall require; and may at pleasure remove such Secretary, Treasurer, or any other subordinate officers or agents; and may at any time, fill such vacancy, or any vacancies that may in any way happen. And the said Directors shall at all times superintend and manage the funds, property and affairs of the Corporation, three of whom shall constitute a quorum for the transaction of business; and whenever any vacancy shall happen in their Board, by death, resignation, or otherwise, such vacancy may be filled by the remaining Directors, for the remainder of the current year.

SEC. 6. The Board of Directors shall establish an office in the City of Middletown, where they shall meet for the transaction of business of the Corporation, at such time, and as often, as the business and affairs of the Corporation may require, or the By-Laws thereof direct. And it shall be the duty of the Board of Directors to prescribe the form of all applications and

proposals for insurance, and to fix the sum to be insured upon any property, which shall not exceed three-fourths of the value thereof, and to determine and fix the premium or sum to be paid by the assured, and the manner of doing the same, for insurance effected by the Company; and also, to prescribe the form, and direct and order the making and delivery of all policies of insurance, which policies shall be signed by the President, and countersigned by the Secretary of the Corporation, to which the seal of the Corporation shall be affixed.

SEC. 7. It shall be the duty of the President to attend and preside at all annual and special meetings of the Corporation, and all meetings of the Board of Directors; and in the absence of the President, the senior Director present shall preside. On all questions submitted to the Corporation or Board of Directors, the President or presiding officer shall have a casting vote.

SEC. 8. The Secretary shall keep a fair record of all the votes, proceedings, acts, orders and doings of the Corporation; and also of all votes, acts, orders, allowances, grants and purchases of the Board of Directors or of the Corporation, and of all losses and rewards incurred by, or made to any member of the Corporation; and he shall give copies of all and every matter of record to any person or persons, and shall receive therefor such fees as clerks of courts are entitled to for similar services.

SEC. 9. It shall be the duty of the Treasurer to collect all moneys, premiums, taxes and assessments, for the use and benefit of the Corporation; to have the custody of the funds, and keep a fair account of the same, and to pay all such orders of the Board of Directors, for money, as may be drawn by them, and render his account thereof to said Board for liquidation, at least once in each year, and at all other times when by said Board he shall be thereto requested.

SEC. 10. All deeds, bonds, notes and obligations whatsoever, made for the benefit of said Corporation, shall be made and taken to the Middlesex Mutual Assurance Company; and the delivery of the same to the Directors or Secretary of the Corporation, shall be deemed a delivery to said Corporation.

SEC. 11. Every person who may become a member of said Company, by effecting insurance therein, shall, before he receives his policy, pay in cash a sum to be agreed upon by the parties, and established by the Directors, which shall be equal to the premium of insurance for one year on the property offered for insurance, for the purpose of discharging the incidental expenses of the Company, and constituting a fund for the payment of losses, which fund may be loaned on interest, or be otherwise safely invested, at the discretion of the Directors; and the insurer shall also deposit his promissory note, payable on demand, for such sum as shall be agreed upon by the parties, reference being had, in fixing the amount thereof, to the amount of said cash payments, and the length of time the insurance is to run; which said note, if not secured to the Company by a lien on the building insured, as hereinafter provided, shall be otherwise amply and satisfactorily secured to the acceptance of the Board of Directors. And the said note shall be paid in part or in whole, at any time when the Board of Directors shall deem the same requisite for the payment of losses; and at the expiration of the term of insurance, the said note, or such part of the same as shall remain unpaid, after settling all the losses and expenses occurring during said term, shall be relinquished and given up to the drawer thereof.

SEC. 12. Every person effecting insurance in or with said Company, shall have a policy for the same under the hand of the President, and countersigned by the Secretary of the Corporation; all which policies shall be deemed good and valid, from the time of the settlement and receipt of the premium for insurance, as aforesaid; and all insurances in and with said company, shall be for a term not exceeding seven years, to be computed from twelve o'clock at noon, on the day of the date of the policy, and to extend to and expire at twelve o'clock at noon, on the last day of the year or term, when the insurance, by the terms of the policy, is to cease.

SEC. 13. No insurance effected on any property shall be good and valid to the insured, unless he has a good and perfect unincumbered title thereto, at the time of effecting such insurance, or unless the true title of the insured to the same, and the incumbrances, if any, be fully disclosed and expressed in the proposals for insurance, and be also specified in the policy.

SEC. 14. Every member of said Company shall be bound and obliged to pay his just proportion of all losses, charges, contributions, and assessments, happening and accruing in and to said Company; *Provided*, always, that no person shall be bound or obliged to pay more than the amount of the deposit note, during the term of insurance, in taxes or assessments, when all are added together, exclusive of the cash payment first made as aforesaid; and any member of said Corporation may, at any time during said term of insurance, by payment of said deposit note in full, and by surrendering up his policy, be discharged from said Company, and therefore be no longer liable for, or subject to any penalty or assessment.

SEC. 15. If it should ever happen that the stock of said Company, deposited and paid as aforesaid, shall not be sufficient to pay all the losses occasioned by fire, then, and in such case, the sufferers insured by said Company, shall receive towards making good their respective losses, a proportionable dividend of the said whole stock, according to their respective losses, and the respective sums to them insured by said Company.

SEC. 16. Every member of said Company who may sustain any loss or damage by fire, shall give immediate notice thereof to the President, Secretary, or Directors of said Company, at their office, for the reason that the Directors or other officers of said Company, may have opportunity to view, examine and inquire into the cause of the losses or damage to the assured, and know the condition of the property thus damaged; and any losses or damages not claimed within sixty days after the fire, shall not be paid or allowed by the Directors, without the consent of the Company, at a general meeting thereof.

SEC. 17. The Board of Directors shall, with all convenient expedition, after receiving notice of any loss by fire, and if the cash funds of the Company are insufficient to defray the same, settle and determine the sum to be paid by the several members of the Corporation, as their respective proportion of such loss or losses, and publish the same in such manner as they shall deem it fit and proper; *Provided*, always, that the sum to be paid by each member shall be in proportion to the original amount of his, her or their deposit note or notes, or premium of insurance; all of which sums shall be

paid into the hands of the Treasurer of said Corporation, within thirty days next after the publication thereof, as aforesaid, and in default of such payment, the party so in default shall, in addition to the amount of his, her or their assessment, forfeit and pay a sum equal in amount thereto; and neglecting to pay said assessment for sixty days more, shall thereafter be excluded and debarred, and shall lose all the benefit and advantage of his, her or their insurance respectively, and all right to the stock of said Company, and notwithstanding shall be liable by a suit therefor; and shall also be liable and obliged to pay all assessments which shall thereafter be made during the term of his, her or their insurance, pursuant to the provisions of this Act.

SEC. 18. All buildings insured by the said Company, in manner aforesaid, and all the insured's right, title and interest in and to the lots whereon the same are or may be situated, shall be, by virtue of such insurance, pledged to the said Corporation, unless the Directors shall waive or relinquish such pledge, by the acceptance of other security in lieu thereof; and the said Corporation shall, in virtue of such pledge, have a lien on such buildings and lots to the amount due on the insured's deposit note, given as aforesaid, for all assessments and demands against the assured which may accrue and become due to said Corporation, by reason of such insurance, and against his, her or their policy or policies of insurance.

SEC. 19. If any person or persons insured as aforesaid, his, her or their heirs, executors, administrators or assigns, shall neglect or refuse payment of any assessment, forfeiture or penalty, made or incurred by virtue of the provisions of this Act, for the term of three months after notice thereof shall be given, as aforesaid, the same may be recovered by the Middlesex Mutual Assurance Company, by action of debt, before any Court proper to hear and determine the same; and the same, with costs, shall be collected by execution, in the same manner as any other debt; and when collected, shall be paid over to the Treasurer of the said Company, for their use and benefit.

SEC. 20. The Directors of said Company shall settle and order the payment of all losses and damages sustained by fire, as aforesaid, to the assured, at the end of ninety days from the time when the same shall have been duly notified to said Corporation, as aforesaid.

SEC. 21. If any alterations shall be made in any house, or other buildings insured, as aforesaid, after the same shall have been insured in and by said Company, whereby the same shall be exposed to greater risk or hazard than at the time of effecting insurance, then and in every such case, the insurance or insurances made and effected on such house or other buildings, shall become void, unless the same be made with the consent and approbation of the Board of Directors, in writing, under the hand of the Secretary of said Corporation; and unless an additional premium be paid, as aforesaid, according to such agreement as shall be made for that purpose, between such assured and the Board of Directors.

SEC. 22. If insurance upon any property shall be and subsist in said Company, and at or in any other office for insurance against loss or damage by fire, or with, from, or by any other person or persons at the same time, or during said period of time, or any portion of the time when insurance subsists in the said Middlesex Mutual Assurance Company, the said insurance made and effected in the last mentioned Company, shall be deemed and become absolutely void; unless such double insurance subsist with the consent and approbation of the Board of Directors, signified by an indorsement on the back of the policy, by the Secretary of said Company, and by him subscribed, in pursuance of an order to that effect given by said Board of Directors.

SEC. 23. Whenever any minor may own any building or house contemplated to be insured under this act, the guardian of such minor may make proposals for and in behalf of such minor, effect an insurance, and receive a policy on such house or other building owned by such minor, as aforesaid, upon the same principles, under the same restrictions, and subject to the same liens, as in other cases; and such guardian shall be bound to pay all assessments, taxes and penalties out of such minor's estate, as may be levied, assessed, or incurred in consequence of such insurance.

SEC. 24. When any house or building insured under the provisions of this Act, shall be alienated, by sale or otherwise, the policy shall thereupon be *ipso facto* void, and be surrendered to the Directors of said Company to be cancelled; and upon such surrender, the insured shall be entitled to receive his, her or their deposit note, upon the payment of his, her or their proportion of all losses and expenses which may have accrued prior to such surrender; *Provided*, however, that the grantee, or assignee having the policy assigned to him, may have the same ratified and confirmed to him, her or them, for his, her or their own proper use and benefit, upon application to the Board of Directors, and with their consent, within thirty days next after such alienation, on giving proper security, to the satisfaction of said Board, for such proportion of the premium note as shall remain unpaid; and by such ratification and confirmation, the parties causing the same shall be entitled to all the rights and privileges, and subject to all the responsibilities which the original insurer was entitled or subject under this Act.

SEC. 25. It shall and may be lawful, at all times, for every member of said Company, his heirs, executors, administrators or assigns, to inspect the books and records of said Company; and in case of any suit against or in favor of said Company, any court of record shall have power to compel by any proper order, the production of the books and records of said Company.

SEC. 26. After the fourth Monday of June, 1836, no person shall be a member of said Company, or hold an office therein, except the Secretary of said Company, unless such person is insured therein according to this Act; and whenever any policy shall by its own terms expire, or may be surrendered, as aforesaid, then such insured shall cease to be a member of said Company.

SEC. 27. It shall be lawful for the Board of Directors, at their discretion, to cause a dividend of any surplus funds in the treasury of said Company, to be paid to the members thereof, for the time being, in proportion to the amount of each member's premium of insurance.

SEC. 28. Each member of the Corporation, at any meeting thereof, may appear and act by himself, or by proxy; *provided*, that no person shall act by virtue of said proxy, but within six months from its date.

SEC. 29. This Act shall and may at any time be altered, amended, or repealed by and at the pleasure of the General Assembly.

OFFICE OF THE SECRETARY OF STATE,
at New Haven, June 2d, A. D. 1836. }

I hereby certify, that the foregoing is a true copy of Record in this Office.
ROYAL R. HINMAN, Secretary.

At a General Assembly of the State of Connecticut, holden at New Haven, in said State, on the first Wednesday of May, in the year of our Lord one thousand eight hundred and forty—Upon the petition of the Middlesex Mutual Assurance Company, praying for an amendment of their charter:

Resolved by this Assembly, That at all future meetings of said Company, and upon all questions submitted to the decisions of said meetings, those members of said Company whose interest therein respectively shall be less than one thousand dollars, shall each be entitled to one vote; that all whose interest therein respectively shall amount to one thousand dollars, shall each be entitled to two votes; and that for every additional five hundred dollars of stock, beyond the sum of one thousand dollars, they shall be entitled to one vote.

I DO HEREBY CERTIFY, that the above is a true copy of Record in this Office. In testimony whereof, I have hereto affixed the seal of this State, and signed the same.
ROYAL R. HINMAN, Secretary.

SECRETARY'S OFFICE, May Session, 1840.

At a General Assembly of the State of Connecticut, holden at Hartford, in said State, on the first Wednesday in May, A. D. 1845—Upon the petition of the Middlesex Mutual Assurance Company—

Resolved by this Assembly, That all policies heretofore issued by said Company, to any person, persons, or Corporation, upon personal property, or upon real and personal property together, insuring the same against fire, be, and are hereby rendered valid and effectual, to all intents and purposes, to the same and as full extent as the same would have been, had said Company been fully empowered to issue such policy or policies, and insure such property by the provisions of the aforesaid charter.

Resolved further, That the provisions of the original charter of said Company, shall be deemed to and shall extend to personal property; and said Company are hereby authorized and empowered to insure all kinds of personal property, to the same and full extent as they might do, had said authority been expressly given by the provisions of their aforesaid charter.—And in the event both real and personal property shall be by them insured, in and by one and the same policy, said Company shall at all times have all and the same rights, liens, pledges and privileges upon the buildings and real estate in respect to the insurer's deposit note, and all assessments, dues and demands against the assured, which shall or may accrue, or become due to said Corporation, by reason of such insurance, as is provided by the 18th section of their original charter,—although said deposit note may have been given and in part grow out of the insurance of said personal property embraced in and covered by any such policy.

STATE OF CONNECTICUT, SS. }
Office of the Secretary of State. }

I HEREBY CERTIFY, that the above is a true copy of Record in this Office.—In testimony whereof, I have hereunto set my hand, and affixed the seal of the State, at Hartford, this 24th day of June, A. D. 1845.

DANIEL P. TYLER, Secretary of State.

At a General Assembly of the State of Connecticut, holden at New Haven, in said State, on the first Wednesday in May, A. D. 1846—Upon the petition of the Middlesex Mutual Assurance Company—

Resolved by this Assembly, That all policies of insurance issued by said Company, may hereafter be renewed, at or after the expiration thereof, as specified in the 12th section of the charter, for such further time, and on such terms as shall be agreed upon by the parties from time to time; and all deposit notes previously executed, instead of being given up, as provided in the 11th section of the charter, may thereupon be retained in place of new notes; and in that case, said notes, together with all liens originally created on property to secure the payment of assessments thereon, as declared in the 18th section of the charter, and the amendment thereof made by this Assembly, in the year 1845, shall thereupon revive, and be and remain legal in favor of and binding upon all parties interested therein, in the same manner and to the same extent as previous to such renewals. And if new notes are at any time hereafter substituted for previous notes, as may be deemed necessary under the 24th section of the charter, or for other causes, the same liens shall be preserved, and the same priority thereof continued to said Company, as was created at the execution of said previous notes. And all renewals of policies heretofore made by said Company, where the previously existing notes have been retained by the Company, and the liens appertaining thereto, shall be valid and binding in the same manner as if new notes had been given on such renewal; *Provided*, that nothing herein contained shall be construed to affect the rights of any person, in any action now pending at law, or in equity, touching such property.

STATE OF CONNECTICUT, SS. }
Office of the Secretary of State. }

I HEREBY CERTIFY, that the foregoing is a true copy of Record in this Office. In testimony whereof, I have hereunto set my hand, and affixed the seal of said State, at New Haven, this 15th day of June, A. D. 1846.

CHARLES W. BRADLEY, Secretary of State.

THIS POLICY WITNESSETH,

That

Henry Hotchkiss
 of the City of *New Haven* County of *New Haven* and State of Connecticut, has paid the cash sum of *Eighteen* $\frac{00}{100}$ Dollars, and deposited his note, payable on demand, for the sum of *Two hundred Seventy* $\frac{00}{100}$ Dollars, in full, of the Premium agreed upon for insuring *Three thousand* Dollars, on the following described property, for **FIVE YEARS**; and by the terms of the Charter hereto annexed, has hereby pledged said property and the land connected therewith, to secure the payment of all lawful assessments on said notes, to wit:

Three thousand Dollars

On his Dwelling House, three stories high. Built of Brick. Situated in said City of New Haven, on the corner of Chapel & Brainerd streets opposite Wooster Square, & standing about 35 feet east from a Brick Dwelling House owned by Willis Bristol, & four rods from other Buildings except a one story out Building about six feet from the rear patio. To be occupied by himself & Family, only.

reference being had for a more particular description thereof, to the Proposals of said

No. *10193* on file in this Office, and forming a part of this Policy:

NOW BE IT KNOWN, That in consideration of the premises, we do hereby certify, that the said

Henry Hotchkiss has become a member of, and by these presents is insured in said Company, upon the property aforesaid, to the amount of *Three thousand* Dollars, for the term of **Five Years**, commencing at 12 o'clock, noon, on the *ninth* day of *January*, A. D. 1857, and ending at 12 o'clock, noon, on the *ninth* day of *January*, A. D. 1862. And said Company do hereby

promise, according to the provisions of said Charter, and the conditions hereto annexed, to pay unto the said assured, his heirs, executors, administrators, or assigns, all such losses or damage, not exceeding said whole sum insured, as shall happen by, or by means of fire, to said property, during the time this Policy shall remain in force; said losses or damage, to be estimated according to the fair valuation of the property at the time of the fire, and to be paid at the end of ninety days after notice shall be given by the insured, according to the provisions of said charter and said conditions—Provided, that if any other insurance shall exist on said property, by consent of said Company, at the time a loss shall occur, said Company shall be holden to pay only its just proportion of such loss, according to the whole amount insured thereon.

CONDITIONS.

1st. In obtaining insurance on any property, the true title thereto, as well as incumbrances thereon, and upon the lots on which buildings are situated, and all insurances that exist elsewhere, must be expressed in the Proposals, and specified in the Policy.

2d. Buildings must be valued independent of the land; and no property insured for more than three-fourths of its value.

3d. Proposals for insurance on buildings, must describe their general form, size, and height—of what materials built—for what purposes occupied—and whether by owners or tenants—and by what number of families; also, the distance of adjacent buildings, and for what purpose used; for those less than four rods will be considered as increasing the risk, as will those of a more hazardous character at a greater distance.

4th. If such description or survey is made by the assured, he is to be responsible for its correctness; but if made by the Company, or their Agents, said Company will be responsible.

5th. After property is insured, if the risk is increased by any means beyond the control of the insured, he shall inform the Company thereof as soon as it comes to his knowledge; and whether so informed or not, the Company may raise the rate of premium or terminate the insurance. They may also exercise the same right for any other reasonable cause, on giving notice to the assured, or his representative, of their intention so to do. And if the risk is increased by any means whatever within his knowledge or control, or if the Policy is assigned or the property insured elsewhere, the insurance shall be void, unless the same is done by the written consent of the Company; or if the building is sold or transferred, the Policy is void unless ratified to the assignee thereof, as per charter, section 24th.

6th. Ashes and friction matches must in no cases be put in vessels of wood, or in contact with wood, in or about the premises. Stove pipes to be kept thoroughly cleansed—stoves and pipes, furnaces and set kettles, to be kept at a safe distance from all wood work; said wood work to be well protected with metal, or other safe material.

7th. When a loss occurs, the assured must immediately sign and forward to said Company, under oath, a written notice thereof, stating the cause of the fire, and the particulars concerning it, and whether the property was insured elsewhere. Said notice to be certified to by a disinterested magistrate most contiguous to the fire, who is not related to the assured, that the same has been sworn to before him, and that he believes it to be true.

8th. In settling a loss, the damage is to be paid in full, not exceeding the whole amount insured, and is to be estimated according to the fair value of the property at the time of the fire. But nothing will be paid for damages, caused by the fraud or wilful negligence of the assured. And if the parties do not agree on the amount of damage, the Company may repair.

9th. When a Policy has expired, it may be renewed for such further time, and on such terms as may be agreed upon by the parties.

SEE CHARTER ANNEXED.

In witness whereof, the President of said Company has signed this policy, and the Secretary thereof has countersigned the same,

at Middletown, this *ninth* day of *January*, A. D. 1857.

Deposit Note, \$ *270.00* Sum insured, \$ *3000.00* at *9* per cent.

Cash Premium.. *18.00*

Policy *75*

Proposals *1.50*

\$19.25

H. S. Camp, President.

W. Woodward, Secretary.

By vote of the Board of Directors: Whereas the assured has built
a brick addition, 18 by 10 feet in size, on rear of the Dwelling
House insured herein, the same is hereby approved, without
detriment to the insurance in this policy Middletown Oct 22. 1857
fees 25^c

Wm Woodward Secy

Mines -
No. 19193

RENEWAL

Mutual Assurance Company.

Henry Hotchkiss
New Haven

1862.

Expires, January 9th

12 o'clock at noon.

Brick addⁿ 18x10 on rear

app.

ENTER NOTICE HERE